Reg. No. GR/RNP/GOA/32

RNI No. GOAENG/2002/6410

Panaji, 25th March, 2004 (Chaitra 5, 1926)

SERIES II No. 52

OFFICIAL GAZETTE

GOVERNMENT OF GOA

SUPPLEMENT

GOVERNMENT OF GOA

Department of Labour

Notification

No. 28/1/2003-LAB/238

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa on 21-1-2003 in reference No. IT/90/99, is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 3rd February, 2003.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

No. IT/90/99

Shri Pradeep Haldankar,
Rep. by Petals Engineers
Pvt. Ltd., Employees Union,
716, Betim, Bardez-Goa. .... Workman/Party I

V/s

M/s. Petals Engineers
Pvt. Limited,
Kundaim Industrial Estate,
Kundaim, Ponda-Goa. .... Employer/Party II

Workman/Party I-Represented by Adv. Shri V. Sawant.

Employer/Party II-Represented by Adv. Shri M. S. Bandodkar.

Panaji, dated 21-1-2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 10th August, 1999 bearing No. IRM/ /CON/PONDA/(37)/96/3963 referred the following dispute for adjudication by this Tribunal.

"(1) Considering the demand of Shri Pradeep Haldankar, for reinstatement in service at M/s. Petals Engineers Pvt. Limited, Kundaim-Goa, whether discontinuation of his services was a result of termination of his services or abandonment by him.

(2) What relief the workman is entitled to if any, in either of the cases stated in (1) above in view of his demand?"

2. On receipt of the reference a case was registered under No. IT/90/99 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman/Party I (for short, "workman") filed his statement of claim at Exb. 3. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party II (for short, "employer") from 1-2-1994 as a Turner on wages of Rs. 1800 p.m. That the employer terminated his services from 3-10-1994 and as such he raised an industrial dispute before the Asst. Labour Commissioner, Ponda and by a settlement dated 26-10-94 arrived at before the Asst. Labour Commissioner the workman was reinstated in service. That the workman worked for 5 days from 4-11-1994 to 8-11-1994 and thereafter from 9-11-1994 he was refused employment by the employer. That till 15-11-1994 the workman daily went for work but the employer refused to give work/employment to him. That thereafter the workman through his union namely Petal Engineers Pvt. Ltd., Employees Union wrote a letter dated 12-11-1994 to the Asst. Labour Commissioner, Ponda, informing him that he was refused employment by the employer. That the Asst. Labour

Commissioner held a meeting on 13-12-94 at 4.00 p.m. and the workman remained present but the employer remained absent and therefore the conciliation proceedings were again fixed on 11-1-95 at 4.00 p.m. That on 30-12-94 the workman wrote a letter to the employer requesting for reinstatement in service. That the employer sent a letter dated 18-5-95 to him stating that he had deserted his services and that the employment was not refused to him. That the workman replied to the said letter by reply dated 1-6-95 denying that he had abandoned his service and demanded that he should be reinstated in service with full back wages and continuity of service. That the conciliation proceedings were held by the Asst. Labour Commissioner, but nothing materialised in the said conciliation proceedings and therefore failure was recorded on 27-11-95 and the failure report dated 25-6-96 was sent to the Labour Commissioner/Ex-Officio Jt. Secretary. That thereafter the workman received a letter dated 4-7-96 from the Labour Commissioner informing him that before sending the failure report to the Government he wanted to explore the possibilities of an amicable settlement. That the workman sent several reminders to the Labour Commissioner asking him to refer the dispute for adjudication but he did not do so and thereafter finally the Government referred this dispute to this Tribunal for adjudication. The workman contended that the employer had violated the terms of the settlement arrived at u/s 12(3) of the Industrial Disputes Act, 1947 between him and the employer and the employer has illegally and unjustifiably and with malafides and by way of victimisation and unfair labour practice terminated his service. The workman contended that the employer terminated his services in violation of the provisions of the Goa, Daman and Diu Shops and Establishments Act, 1973 and the rules made thereunder. The workman contended that he had put in continuous service of 217 days and therefore Sec. 39 of the Shops and Establishment Act was applicable to him. He contended that he is a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and his name has been struck off from the muster roll for absence from duty. He contended that the above Act of the employer amounts to retrenchment u/s 25F of the Industrial Disputes Act, 1947 and his removal from service by refusing employment to him amounts to illegal retrenchment. The workman contended that he is entitled to reinstatement in service with full back wages and continuity of service.

3. After the claim statement was filed several opportunities were given to the employer to file written statement. On 31-1-2000 Adv. Shri Sardessai who was representing the employer produced the notice dated 12-1-2000 given by him to the employer informing that he was withdrawing his vakalatnama filed on behalf of the employer. Adv. Shri Sardessai was permitted to withdraw his vakalatnama and since none appeared on behalf of the employer on 31-1-2000 the case was proceeded ex-parte against the employer and ex-parte evidence of the employer was recorded. Thereafter by award dated 29-12-2000 this Tribunal held that the workman had not abandoned his service but his services were terminated by the employer. This Tribunal held that termination of service of the workman with effect from 9-11-94 is illegal and unjustified and hence the workman was ordered to be reinstated in service with full back wages and continuity in service. This award was challenged by employer in Writ Petition No. 403/ /2001 before the High Court of Bombay at Panaji, Goa. The Hon'ble High Court by judgement dated 4-10-2002 allowed the Writ Petition and set aside the ex-parte award dated 29-12-2000 passed by this Tribunal. The Hon. High Court stated that the employer should be given an opportunity to lead evidence in support of their case and the reference should be decided on the merits of the case. On receipt of the writ from the Hon. High Court notice was issued to the employer. Accordingly the employer participated in the proceedings and was represented by Adv. Shri M. S. Bandodkar.

4. The employer filed written statement at Exb. 5. The employer stated that the workman was appointed purely on temporary basis as a turner from 1-4-94. The employer stated that since there was no work orders due to recession and since the workman had not completed 240 days his services were terminated with effect from 3-10-94. The employer admitted that there was a settlement dated 26-10-94 arrived at between the parties under Section 12(3) of the Industrial Disputes Act, 1947 according to which the workman was allowed to join the duties from the date he joins and it was further agreed that the workman was not entitled for any wages and or benefits of the intervening periods on the principles of "No work no pay". The employer stated that the workman joined duties from 4-11-94 and worked for 4 days. The employer denied that the workman was refused employment from 9-11-94 or that he came for work upto 15-11-94 but was refused employment or work. The employer stated that from 9-11-94 the workman have not reported for work and remained absent without permission and information and thus deserted the services of the employer. The employer denied that they received any letter dated 13-12-94 from the workman but admitted that a letter dated 3-5-95 was received from the purported union wherein false and baseless allegations were made against the employer to which a reply was sent. The employer denied that they violated in terms of settlement dated 26-10-94 or any provisions of the Industrial Disputes Act, 1947. The employer stated that as per the settlement the workman was allowed to report for work and accordingly he reported for work from 4-11-94 and after working upto 8th November, 1994 he abandoned the services without intimation or information from 9-11-94. The employer denied that the services of the workman were terminated illegally and or unjustifiably and or malafidedly and or by way of victimisation and unfair labour practice. The employer denied that they are governed by the provisions of Goa Shops and Establishments Act, 1973 and Rules made thereunder. The employer stated that it is a factory covered under the provisions of Factories Act and not covered under the provisions of Shops and Establishment Act. The employer denied that the provisions of Section

39 or any other provisions of Shops and Establishment Act are applicable to them. The employer stated that since the employment was not refused to the workman the question of violating the provisions of Section 25 F of the Industrial Disputes Act, 1947 or any other provisions of the said Act does not arise. The employer denied that the employer is entitled to any relief as claimed by him. Thereafter the workman filed rejoinder at Exb. 6.

5. On the pleadings of the parties following issues were framed.

1. Whether the Party I proves that the Party II refused employment to him from 9-11-94 thereby terminating his services?
2. Whether the Party I proves that refusal of employment to him amounts to retrenchment and the same is illegal for non-compliance with Section 25F of the I. D. Act, 1947?
3. Whether the Party I proves that termination of his service by the Party II is in violation of the provisions of Goa, Daman and Diu Shops and Establishment Act, 1973 and the rules made thereunder?
4. Whether the Party I proves that termination of his service by the Party II is malafide and by way of victimisation and unfair labour practice?
5. Whether the Party II proves that the Party I abandoned his services from 9-11-1994?
6. Whether the Party I is entitled to any relief?
7. What award?

6. My findings on the issues are as follows:

Issue No. 1: In the affirmative.

Issue No. 2: Refusal of employment amounts to retrenchment. However, retrenchment/termination is not illegal for not complying with the provisions of Section 25F of the Industrial Disputes Act, 1947.

Issue No. 3: In the negative.

Issue No. 4: In the negative.

Issue No. 5: In the negative.

Issue No. 6: Workman is not entitled to any relief.

Issue No. 7: As per order below.

REASONS

7. *Issue Nos. 1 and 5:* Both these issues are taken up together because they are interrelated. It is the contention of the workman that he was refused employment by the employer from 9-11-94 thereby terminating his services whereas it is the contention of the employer that the workman abandoned his services from 9-11-94. Shri Sawant representing the workman submitted that in terms of the settlement dated 26-10-1994 Exb. W-1, the workman reported for duties on 4-11-94 but the employer again terminated his services w.e.f. 9-1-94 by refusing employment to him. He submitted that the workman in his evidence has stated that on 9-11-94 he was told by the employer that his services were terminated from that date and that thereafter he reported for work continuously for 5 days but he was not allowed to work. He submitted that no enquiry was conducted against the workman by the employer nor any letter was issued to him after 9-11-94, which was required to prove that the workman had abandoned services. In support of his contention he relied upon the judgements of the Bombay High Court in the case of (1) Gangaram K. Medekar v/s Zenith Safe Mfg. Co. & others reported in 1996 I CLR 172(2) Dharmaraj Vithoba Natekar v/s Unique Industries & others reported in 1996 II LLJ 948; (3) Shankar Vishwakarma v/s Eagle Spring Industries Pvt. Ltd., & others reported in 1994 II LLJ 689 and that of the Orissa High Court in the case of Madhabananda Jena v/s Orissa State Electricity Board & others reported in 1990 I LLN 924. Adv. Shri Bandodkar, representing the employer submitted on the other hand that the workman after reporting for duty on 4-11-94 and working till 8-11-94 did not report for work from 9-11-94. He submitted that the employer's witness Shri Caetano Dias has stated that the employer had not terminated the services of the workman but he never reported for duty nor came to the factory premises. He submitted that the employer's other witness Shri Francis Pinto who was working with the employer as a supervisor has also stated that when the workman did not report for duty from 9-11-94 he made enquiries with the Director, Mr. Caetano Dias and he was told that the reason was not known. He submitted that the above evidence shows that it is the workman who had abandoned the services and that his services were not terminated by the employer.

8. It is an admitted fact that after signing the settlement dated 26-10-94 Exb. W-1 before the Conciliation Officer, the workman reported for duty on 4-11-94 and worked till 8-11-94. It is also an admitted fact that from 9-11-94 the workman was not on duty. The case of the workman is that his services were terminated by the employer from 9-11-94. The workman has stated in his deposition that thereafter he reported for work continuously for five days but he was not allowed to work. In his cross examination he stated that during the period 9-11-94 to 14-11-94 he used to go to the factory but he was not allowed to work. The employer has denied in the evidence of the workman as well as in its evidence that the workman reported for work after 8-11-94. No evidence has been produced by the workman to substantiate his contention that he reported for work at the factory during the period 9-11-94 to 14-11-94. However, the fact remains that the workman has not worked with the employer from 9-11-94. It is the contention of the employer that the workman stopped reporting for work from 9-11-94 thereby abandoning his services.

9. Shri Sawant representing the workman, has relied upon various judgements as mentioned above in support of his contention that the employer has failed to prove

that the workman had abandoned the services. In the case of Zenith Safe Mfg. Co. (supra) the Bombay High Court has held that the primary onus to lead evidence to prove voluntary abandonment of service is on the employer. The High Court has held that in the case of voluntary abandonment of service it is a matter of intention which is to be drawn on the given state of facts and the employer unilaterally cannot say that the workman is not interested in employment and that for this reason a domestic enquiry is to be held. The High Court has held that even before the Labour Court the employer is required to prove clearly by evidence that the workman had voluntarily abandoned the service. Same principles are laid down by the Punjab and Hariyana High Court in the case of Rajwant Singh Rawat v/s The District Food and Supply Controller, Firozepur and others reported in 1996 I LLJ 637. The High Court in para. 3 of the judgement held as follows:

> ".... It is not a case where there has been long absence on the part of the workman from which it could be inferred that he held no intention of coming back to the employer. The onus of proving abandonment is on the party who alleges the same and the department not having led any evidence whatsoever except a bald statement of the inspector to the effect that the petitioner had abandoned his job, it cannot be said that the plea stands proved ...."

In the case of Unique Industries (supra) the Bombay High Court has held that it is now well settled that abandonment of service is an inference which can be raised upon consideration of the totality of circumstances and that the Court should raise that inference only if it is satisfied that the circumstances do indicate that the workman was clearly not interested in continuing with his service. In the case of Eagle Spring Industries Pvt. Ltd., (supra) the Bombay High Court has held that it is now well settled that even in the case of the abandonment of service the employer has to give a notice to the workman calling upon him to resume his duty and also to hold an enquiry before terminating his service on that ground. In the case of Orissa State Electricity Board (supra) the Orissa High Court held that the opposite parties had not placed any contemporaneous material to show that the petitioner was treated as absconder and was treated as such; no reasonable and plausible reason was stated in the counter affidavit why the petitioner who had been serving for about five years would suddenly abscond from duty; no material was produced by the opposite parties to show any attempt was made by them to inform the petitioner that he should join duty by specified date failing which action will be taken to terminate his services. The High Court held that in above circumstances the plea of the opposite parties that the petitioner voluntarily absented from duty cannot be accepted. In the case of Mohammed Shah Ganishah Patil and another v/s Mastan Baug Consumers Co-op. Wholesale and Retail Stores Ltd., and another reported in 1998 I CLR 1205 the Bombay High Court has held that it is a settled law that even in the case of abandonment of service the employer has to give notice to the employee calling upon him to resume his duty and if the employee does not turn up despite such notice, the employer should hold enquiry on that ground and thus pass a proper order of termination. The High Court has held that at the time when the employment is scarce ordinarily abandonment of service by an employee cannot be presumed.

10. In the present case there is no evidence on record to show that the employer had given notice to the workman calling upon him to resume his duties nor that the employer had held enquiry against him. As per the law laid down in above referred cases the burden was on the employer to prove that the workman had voluntarily abandoned the services by leading evidence. No such evidence has been led by the employer. Another factor which is relevant for arriving at the conclusion that the workman had abandoned the services is the intention which is to be gathered from the facts of the case. The workman's contention is that the employer terminated his services by refusing employment to him from 9-11-94. The letter of the Asst. Labour Commissioner dated 2-12-94 addressed to the employer and which has been produced as Exb. W-7 shows that the workman had made complaint to the Asst. Labour Commissioner, Ponda through the union vide letter dated 12-11-94 that he has been refused employment and there is no implementation of the settlement dated 26-10-94 from the side of the management. This letter of the Asst. Labour Commissioner, Ponda, itself shows that the workman had no intention to abandon his service as otherwise he would not have made a complaint to the Asst. Labour Commissioner, Ponda, immediately after according to him he was refused employment. Earlier also, when his services were terminated from 3-10-94, he had made a complaint and in the conciliation proceedings a settlement was arrived at dated 26-10-94 whereby it was agreed that he would be reinstated, and in terms of the said settlement the workman had joined duties from 4-11-94. Therefore the facts do not indicate that the workman had the intention to abandon his services. In the light of what is discussed above and in view of the law laid down by the Bombay High Court, the Punjab and Hariyana High Court and the Orissa High Court in the cases referred above, I hold that the employer has failed to discharge the burden by leading evidence and prove that the workman had voluntarily abandoned his services by not reporting for duty from 9-11-94. The Bombay High Court in the case of Gangaram Medekar (supra) has held that if it is a case of word against word then the benefit should go to the workman and not to the employer. The employer having failed to prove that the workman had abandoned his services, I have no reason to disbelieve the contention of the workman that his services were terminated by the employer by refusing employment to him from 9-11-94 and that it is not a case of abandonment of service by him. I therefore answer the issue No. 1 in the affirmative and the issue No. 5 in the negative.

11. *Issue No. 2:* The contention of the workman is that termination of his service amounts to retrenchment and

the same is illegal because the employer has failed to comply with the provisions of Section 25F of the Industrial Disputes Act, 1947. Shri Sawant representing the workman submitted that since no charge sheet was issued to the workman and the termination of service of the workman was not punitive, the termination falls within the meaning of "retrenchment". He submitted that the workman was employed from 1-3-1994 and his services were terminated on 9-11-94 and thus he had completed 240 days of service. He submitted that the workman has produced a statement at Exb. W-6 giving the details of 240 days he worked with the employer. He submitted that the muster roll produced by the employer at Exb. E-3 and E-4 are fabricated and the signatures of the employees appearing therein are forged. He submitted that this is also clear from the fact that the name of Ms. Candida Rodrigues who was working with the employer as a clerk, is not figuring in the said muster rolls. He submitted that the letter of appointment dated 4-11-94 Exb. E-6 was not refused by the workman as the same was never offered to him and no evidence has been produced by the employer to prove that the said letter was offered to the workman and the same was refused by him. He submitted that similarly the receipt dated 8-11-95 Exb. E-8 as well as the letter dated 29-9-94 Exb. E-9 are forged and fabricated by the employer. He submitted that the termination of service of the workman amounts to retrenchment and since the workman had completed 240 days in service the employer had to comply with the provisions of Section 25F of the Industrial Disputes Act, 1947 and since this was not complied with the termination becomes illegal. In support of his contentions Shri Sawant relied upon the judgement of the Bombay High Court in the case of Indian Silk Manufacturing Co. Pvt. Ltd., v/s Ganprasad R. Jaiswal & others reported in 1997 II CLR 468; the Judgement of the Rajasthan High Court in the case of Oriental Bank of Commerce v/s Presiding Officer, Central Government Industrial Tribunal & anr. reported in 1994 II LLJ 770; the Judgement of the Gujrat High Court in the case of Rajkot Municipal Corporation v/s Kishor Govind reported in 1997 III LLJ (supp) 408; the judgement of the Supreme Court in the case of (1) M/s. Gammon India Ltd., v/s Sri Niranjan Dass, reported in 1984 I LLJ 233; (2) Nar Singh Pal v/s Union of India and others reported in 2000 SCC (L&S) 363; (3) Central Bank of India v/s S. Satyam & others reported in 1996 II LLJ 820.

12. Adv. Shri M. S. Bandodkar, representing the employer submitted on the other hand that the workman was employed from 1-4-94 and not from 1-3-94 as claimed by the workman. He submitted that the employer has produced the muster rolls which prove that the workman was employed from 1-4-94. They also show the number of days on which the workman worked. He submitted that the said muster rolls prove that the workman worked for less than 240 days. He submitted that the period between 3-10-94 to 3-11-94 cannot be considered for calculating the number of days worked by the workman for the purpose of Section 25F of the Industrial Disputes Act, 1947 because during the said period the workman has not actually worked and he was not paid wages for the said period on the principles "no work no pay". He submitted that the number of days actually worked by the workman comes to 217 days which is admitted by him in para. 27 of his statement of claim. He submitted that since the workman has not completed 240 days of service the question of complying with Section 25F of the Act did not arise, and hence the termination does not become illegal on that count. In support of his above contentions Shri Bandodkar relied upon the Judgement of the Supreme Court in the case of (1) Workmen of American Express International Banking Corporation v/s Management of American Express International Banking Corporations reported in 1986 Lab. IC 98; (2) U. P. Avas Evam Vikas Parishad v/s Kanak and another reported in 2003 LLR 1 and the judgement of the Bombay High Court in the case of Uda Bhura Chavan v/s Dy. Engineer, P. W. D., Chalisgaon reported in 2002 LLR 770.

13. It has been held by me that the employer has failed to prove that the workman abandoned his services and that the services of the workman were terminated from 9-11-94. The termination of service of the workman is not in writing but it is oral. The question for consideration is whether this termination amounts to retrenchment. Section 2(oo) of the Industrial Disputes Act, 1947 defines "retrenchment" as follows:

> (oo) "Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include;
>
> (a) voluntary retirement of the workman; or
>
> (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
>
> (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
>
> (c) termination of the service of a workman on the ground of continued ill-health".

In the present case admittedly the services of the workman were not terminated as a matter of punishment by way of disciplinary action not the case of the workman falls within the exceptions laid down in Section 2(oo) of the Act. The Supreme Court in the case of Gammon India Ltd., (supra) has held that it is now well settled that where the termination of service does not fall within any of the excluded categories, the termination would be ipso facto retrenchment. In the case of New Allenberry Works v/s Industrial Tribunal-cum-Labour Court, Faridabad, reported in 1996 (72) FLR at pg. 38 (sum.) the Punjab and Hariyana High Court has held that once it is held that there was no

abandonment on the part of the workman, it must follow that the termination would amount to retrenchment. In the circumstances I hold that the termination of service of the workman amounts to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act, 1947.

14. The workman has raised the contention that since termination of his service amounts to retrenchment and the employer having failed to comply with the provisions of Section 25F of the Industrial Disputes Act, 1947, the termination is illegal. Section 25F of the Act lays down that a person who is in continuous service for not less than one year cannot be retrenched unless he has been given one month's notice or paid one month's wages in lieu of notice and he has been paid compensation at the rate of 15 days average wage per each completed year of continuous service or any part thereof in excess of six months. Section 25B(2) of the Industrial Disputes Act, 1947 defines continuous service. It states that a person shall be deemed to be in continuous service under an employer for a period of one year. If the workman during the period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 190 days in the case of a workman employed below ground in a mine and 240 days in any other case. In the present case admittedly the workman was not employed below ground in a mine. Therefore it is to be seen whether the workman worked for 240 days. In the case of Indian Silk Manufacturing Co. P. Ltd., (supra) the Bombay High Court has held that the burden is on the workman to prove that he was in employment for a minimum period of 240 days. The Supreme Court in the case of Range Forest Officer v/s S. T. Hadimani reported in 2002(3) scc 25 has held that:

> ".... In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked out but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside ...."

Therefore the burden was on the workman to prove that he had worked for 240 days. The workman has produced a statement at Exb. W-6 giving the details of the number of days he worked for each month during the period from 1-3-94 to 14-11-94. As per this statement the workman has worked for total number of 257 days. The workman has calculated the period 257 days on the basis that he was employed from 1-3-94, which is not admitted by the employer. According to the employer he was employed from 1-4-94. The employer has produced the muster roll for the month of March 1994 at Exb. E-3. In this muster roll the name of the workman does not figure. The employer has also produced the muster roll for the period April, 1994 to March, 1996 at Exb. E-4. In the muster roll for the month of April, 1994 the name of the workman figures and his signature is also identified. Besides, the said muster roll bears the signature of the ESI Inspector. This signature is identified as that of ESI Inspector Shri P. V. Santharam by the employer's witness Shri Caetano Dias. In the cross examination of this witness the workman did not challenge the said signature of the ESI Inspector. The muster rolls for the period April, 1994 to September, 1994 are produced by the employer to show that the workman had not worked on some days during the said period. The muster roll for the month of March, 1994 Exb. E-3 has been produced to show that the workman was not employed in the said month. The workman has taken the defence that the muster rolls are fabricated and the signatures on the muster roll are forged. Therefore even if the said muster rolls are discarded still the burden was on the workman to prove that he was employed from 1-3-94 because the employer had denied that he was employed from 1-3-94. The workman in his cross examination has admitted that he has no documents to show that he was employed from 1-3-94. The workman has also not examined any witness in support of his case that he was employed from 1-3-94. The Employer has examined one witness by name Mr. Francis Pinto, who was working with the employer, which fact is admitted by the workman. This witness has stated that he was employed with the employer from 1993 and the workman joined the services from April, 1994. In the absence of any evidence from the workman that he was employed from 1-3-94, it is to be accepted that he was employed from 1-4-94 as contended by the employer. As mentioned earlier in the statement Exb. W-6, wherein the details of the number of days worked are given by the workman, he has included in the said details the entire month of March, 1994. He has shown that in the said month he has worked for 31 days. I have held that the workman has failed to prove that he was employed from 1-3-94. Therefore the period of service is liable to be computed from 1-4-94 and not from 1-3-94. If 31 days shown to have been worked by the workman in the month of March, 1994 are excluded from the statement Exb. W-6, the number of days worked come to 226 days. Besides, the workman has included in the said statement the period from 3-10-94 to 3-11-94 and from 9-11-94 to 14-11-94. In my view the workman has wrongly included the above said periods. It is an admitted fact that the services of the workman were terminated on 3-10-94 and under the settlement dated 26-10-94 Exb. W-1 he joined the services from 4-11-94. Therefore admittedly he had not worked during the period 3-10-94 to 3-11-94. As per the settlement Exb. W-1 the workman was not paid wages for the above period on the principles of "no work, no pay". Therefore under the settlement also the above period was treated

as period during which the workman did not work. Similarly according to the workman himself his services were terminated from 9-11-94 by refusal of employment to him. In his evidence he has stated that he joined service on 4-11-94 and worked till 8-11-94. He has stated that on 9-11-94 he was told by the employer that his services were again terminated from 9-11-94 and that thereafter for 5 days he continuously reported for work but the employer did not allow him to work. There is an admission from the workman himself that he has notr worked from 9-11-94. Adv. Shri Bandodkar, representing the employer has relied upon the Judgement of the Supreme Court in the case of workmen of American Express International Banking Corporation (supra). In this case the Supreme Court has held that a workman shall be deemed to be in continuous service if he has actually worked under the employer for particular period. The Supreme Court has held that the expression "actually worked under the employer" cannot mean those days only when the workman worked with hammer, sickle, or pen, but must necessarily comprehend all those days during which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc., and that thus Sundays and other paid holidays should be taken into account for the purpose of reckoning the total number of days on which the workmen could be said to have actually worked. In view of this judgement of the Supreme Court the period from 3-10-94 to 3-11-94 and from 9-11-94 to 14-11-94 mentioned by the workman in the statement Exb. W-6 is liable to be excluded for the purpose of calculating 240 days of service as during this period the workman did not actually work nor he was paid wages for the said period. Therefore in my view the workman actually worked with the employer for 30 days in the month of April, 1994; for 31 days in the month of may 1994; for 30 days in the month of June, 1994; for 31 days in the month of July, 1994; for 31 days in the month of August 1994; for 30 days in the month of September 1994; for 2 days in the month of October 1994 and for 5 days in the month of November 1994. Thus the total number of days on which the workman actually worked works out to 190 days. For the sake of arguments even if it is presumed that the muster rolls are fabricated and that the workman had worked from March, 1994 to September, 1994 on all days without remaining absent, still the total number of days worked by the workman including Sundays and holidays and 2 days of October 1994 and 5 days of November, 1994 would be 221 days. The workman in para. 27 of his statement of claim has himself admitted that he had put in 217 days of uninterrupted service. I, therefore hold that the workman has failed to prove that he had actually worked with the employer for 240 days or more during the period of 12 months preceding the date of termination of his service. This being the case the provisions of Section 25F of the Industrial Disputes Act, 1947 did not apply to the workman and consequently the question of complying with the said provisions by the employer did not arise. The Supreme Court in the case of U.P. Avas Evam Vikas Parishad (supra) upheld the Award of the Labour Court that since the workman had not completed 240 days, compliance of Section 25F by the employer was not required in terms of the provisions of the Industrial Disputes Act and as such the termination was valid. The workman has relied upon the judgment of the Supreme Court in the case of Central Bank of India (supra); the judgment of the Rajasthan High Court in the case of Oriental Bank of Commerce (supra) and the judgment of the Gujrat High Court in the case of Rajkot Municipal Corporation (supra). These judgments are not applicable to the present case because the workman never pleaded the violation of provisions of Section 25G and 25H of the Industrial Disputes Act, 1947 by the employer nor has led any evidence in that respect. In the circumstances I hold that the workman has succeeded in proving that refusal of employment to him amounts to retrenchment. However, I hold that the termination is not illegal for non-compliance with the provisions of Section 25F of the Industrial Disputes Act, 1947. I therefore answer the issue No. 2 accordingly.

15. *Issue No. 3:* Though the workman had pleaded that termination of his service is in violation of the provisions of Goa Daman and Diu Shops and Establishments Act, 1973 and the Rules made thereunder, Shri Sawant, representing the workman submitted in the course of his arguments that he does not want to press for this issue and he also filed an application to this effect. Even otherwise, the provisions of the Goa Daman and Diu Shops and Establishments Act, 1973 are not applicable to the establishment of the employer because establishment of the employer is a factory and this is admitted by the workman in his evidence. He was employed as a Turner in the factory. The provisions of the Goa Daman and Diu Shops and Establishments Act, 1973 are not applicable to a factory. In the circumstances I hold that the workman has failed to prove that termination of his service is illegal because of the violation of the provisions of the Goa Daman and Diu Shops and Establishments Act, 1973 and the Rules made thereunder. I therefore answer the issue No. 3 in the negative

16. *Issue No. 4:* This issue was framed because of the statement made by the workman in his statement of claim that termination of his service is malafide and by way of victimisation and unfair labour practice. Adv. Shri Bandodkar has relied upon the judgment of the Supreme Court in the case of M/s. Bharat Iron Works v/s Bhagabhai Bhulabhai Patel and others reported in AIR 1976 I SC 518. In this case the Supreme Court has held that the charge of victimisation is a serious charge by an employee against the employer and therefore it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer to fully meet them and that the charge must not be vague or indefinite being as it is an amalgam of facts as well as inferences and attitudes. The Supreme Court has held that since a charge of victimisation is a serious matter reflecting, to a degree, upon the subjective attitude of the employer evidenced by acts and conduct, these have to be established by safe and sure evidence. The Supreme Court has further held that

mere allegations, vague suggestions and insinuations are not enough. Same principles would apply when a workman makes a charge of malafides and unfair labour practice against the employer. These charges are equally of serious nature and therefore all the necessary particulars are required to be set out by the workman so that the employer is in a position to meet the said charges effectively by leading evidence. In the present case no particulars of the charge malafide, victimisation and unfair labour practice have been given by the workman. Except for making a bald statement in the claim statement no particulars whatsoever nor any evidence whatsoever has been produced by the workman. The workman has simply stated in his deposition that termination of his service is by way of malafides and victimisation. Infact the evidence which has been led by the workman is mostly on the point that he had completed 240 days of service and that there was violation of Section 25F of the Act on the part of the employer. In the circumstances, I hold that the workman has failed to prove that termination of his service is by way of malafides, victimisation and unfair labour practice. I therefore answer the issue No. 4 in the negative.

17. Issue No. 6 : It has been held by me that the workman did not abandon his services, but his services were terminated by refusal of employment to him from 9-11-94. It has been held by me that termination of service of the workman amounts to retrenchment. It has been further held by me that the workman had worked for less than 240 days and hence termination is not illegal for non compliance with Section 25F of the Industrial Disputes Act, 1947. It has been also held by me that the workman has failed to prove that termination of his service is by way of malafides, victimisation and unfair labour practice. Now the question is to what relief the workman is entitled to. If the provisions of Section 25F were applicable to the workman and if there was violation of the said provisions, the workman would have been entitled to reinstatement in service with full back wages as per the normal rule. However in the present case the provisions of Section 25F of the Act did not apply to the workman because he was in service for less than 240 days. Adv. Shri Bandodkar, representing the employer has relied upon the judgment of the Supreme Court in the case of U.P. Avas Evam Vikas Parishad v/s Kanak and anr. reported in 2003 LLR pg1; the Judgment of the Bombay High Court in the case of Uda Bhura Chavan (supra) and that of the Delhi High Court in the case of Mehar Chand v/s N.D.M.C. & others reported in 2002 LLR 1059. In the case of U.P. Avas Evam Vikas Parishad (supra) the Labour Court held that the termination was valid because the workman had not completed 240 days and as such compliance of Section 25F was not required. The reference was declined and no relief was granted to the workman. The Supreme Court upheld the Award of the Labour Court. In the case of Mehar Chand (supra) the petitioner had claimed for reinstatement and regularisation. The Labour Court held that the petitioner had not worked for a total period of 240 days and hence his claim for reinstatement and regularisation was disallowed. The Delhi High Court upheld the Award of the Labour Court. In the case Uda Bhura Chavan (supra) the Labour Court came to the conclusion that the workman/petitioner had worked for 240 days and since Section 25F was not complied with, the workman/petitioner was granted reinstatement with full back wages. The Industrial Tribunal in revision held that the termination was covered by Section 2(oo) of the Industrial Disputes Act and therefore set aside the order of the Labour Court. In Writ Petition the Bombay High Court held that the Industrial Tribunal rightly quashed and set aside the order of the Labour Court though on wrong footing. The High Court held that on calculating the number of days worked by the Petitioner, it comes to less than 240 days and hence the Labour Court was not right in holding that the petitioner had put in more than 240 days of continuous employment to give him the benefit of Section 25F of the Act. The High Court held that in the circumstances the petitioner was not entitled to any relief.

18. In the present case also it has been held by me that the workman had worked for less than 240 days. This being the case the termination does not become illegal for non compliance of Section 25F of the Industrial Disputes Act, 1947. In view of the law laid down in the above referred cases, no relief can be granted to the workman. I, therefore hold that the workman is not entitled to any relief.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the discontinuation of service of Shri Pradeep Haldankar is not as a result of abandonment of his service by him but it is as a result of termination of his services by M/s. Petals Engineers Pvt. Limited, Kundaim-Goa. It is hereby further held that Shri Pradeep Haldankar is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Notification

No. 28/1/2003-LAB/345

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa on 15-1-2003 in reference No. IT/69/2002, is hereby published as required by Section 17 of the Industrial Dispute Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 27th February, 2003.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/69/2002

Shri Sebastian Fernandes,
H. No. 84, Bhatpal, Kondamolem,
Shristhal, Canacona-Goa. .... Workman/Party I

v/s

M/s. Servex Engineering
Industries Pvt. Ltd.,
15, Margao Industrial Estate,
St. Jose de Areal, Nessai,
Curtorim-Goa. .... Employer/Party II

Workman/Party I-Absent.

Employer/Party II-Represented by Adv. Shri S. K. Manjrekar.

Panaji, dated : 15-1-2003

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 25-10-2002 bearing No. 28/60/2002--LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Servex Engineering Industries Pvt. Ltd., Nessai, in terminating the services of Shri Sebastian Fernandes, Fitter, with effect from 7-11-2001, is legal and justified?

If not, to what relief the workman is entitled to ?"

2. On receipt of the reference a case was registered under No. IT/69/2002 and registered A/D notice was issued to the parties. The Employer-Party II (for short, "Employer") was served with registered A/D notice and was represented by Adv. Shri S. K. Manjrekar. The registered A/D notice issued to the Workman-Party I (for short, "Workman") was returned unserved with remark, "Unclaimed, return to sender". Since the notice was unclaimed a fresh notice was served on the workman Under Certificate of Posting as required under the rules. Inspite of the said notice, the workman did not appear on 13-1-2003 on which date the case was fixed for filing of the statement of claim by the workman. Since none appeared on behalf of the workman on that date, the statement of claim was taken as not filed by the workman. Adv. Shri Manjrekar, representing the employer submitted that since the workman has not appeared and no statement of claim is filed on his behalf, the employer also does not wish to file any written statement. He submitted that since the workman has not participated in the proceedings and has not proved that termination of his service is illegal and unjustified, the reference cannot be answered in his favour. He submitted that in the circumstances of the case it has to be held that the termination of services of the workman from service w.e.f. 7-11-2001 is legal and justified.

3. The reference of the dispute was made by the Government at the instance of the workman since he challenged the action of the employer of terminating his services w.e.f. 7-11-2001. It is the workman who had raised the industrial dispute. The Bombay High Court, Panaji Bench, in the case of V.N.S. Engg. Services v/s Industrial Tribunal, Goa, Daman and Diu and another, reported in FJR Vol. 71 at page 393 has held that the obligation to lead the evidence to establish an allegation made by a party is on the party making an allegation, the test being that he who does not lead evidence must fail. The Bombay High Court has further held that the provision of Rule 10-B of the Industrial Disputes Act which requires the party raising a dispute to file a statement of demands relating to the issues in the order of reference for adjudication within 15 days from the receipt of the order of reference and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial dispute is bound to prove contention raised by him and Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute. In another case i.e. in the case of V. K. Raj Industries v/s Labour Court (I) and others reported in 1981 (29) FLR 194, the Allahabad High Court has held that the proceedings before the Industrial Court are judicial in nature even though the Indian Evidence Act is not applicable to the proceedings before the Industrial Court, but the principles underlying the said Act are applicable. The High Court has further held that it is well settled that if a party challenges the validity of an order, the burden lies on him to prove the illegality of the order and if no evidence is produced the party invoking the jurisdiction must fail. The High Court has also held that if the workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he will not be entitled to any relief.

4. In the present case the dispute was raised by the workman as regards termination of his service by the employer which according to him is illegal and unjustified and since it was at his instance that the reference of the dispute was made by the Government, the burden was on the workman to prove that the action of the employer in terminating him from service was illegal and unjustified. The workman was given sufficient opportunity to appear before this Tribunal and file his statement of claim but the workman did not appear and consequently no statement of claim was filed on his behalf. There is no material before me to hold that the action of the employer in terminating the service of the workman is illegal and unjustified. I, therefore, hold that the workman has failed to prove that the action of the employer in terminating him from the service w.e.f.

7-11-2001 is not legal and justified. The reference has to be answered against the workman holding his termination from service as legal and justified, and I hold so accordingly.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the management of M/s. Servex Engineering Industries Pvt. Ltd., Nessai, in terminating the services of the workman Shri Sebastian Fernandes, Fitter, with effect from 7-11-2001, is legal and justified. I further hold that Shri Sebastian Fernandes, is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Notification

No. 28/1/2003-LAB/346

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa on 14-1-2003 in reference No. IT/44/74, is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 27th February, 2003.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

No. IT/44/74

Workmen rep. by
All Goa General
Employees Union,
Vasco-da-Gama, Goa. .... Workmen/Party I

v/s

M/s. Fabril Gasosa,
Borim, Ponda-Goa. .... Employer/Party II

Workmen/Party I-Represented by Adv. Shri T. Pereira.

Employer/Party II-Represented by Adv. Shri P. J. Kamat.

Panaji, dated : 14-1-2003

AWARD

In exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lt. Governor of Goa, Daman and Diu by order dated 19-8-1974 bearing No. LC/1/ID(160)/73 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management, M/s. Fabril Gasosa, Borim, Ponda in terminating the services of the below mentioned workmen is justified?

If not, to what reliefs are they entitled to?

1. Francis Mascarenhas.
2. Joseph D'Costa.
3. Anthony Andrade.
4. Joseph D'Souza.
5. Raghunath Bhangui.
6. Anthony Correa.
7. Vassu Karmalkar.
8. Jose Pereira.
9. Douglas Gonsalves.
10. Martin Costa.
11. Gajanan Chodankar.
12. John Vincent Costa.
13. Govind Tari.
14. Chandrakant Naik.
15. Caetano Luis.
16. Vassu Gaude.
17. Suresh Molu.
18. Raj Thasildar.
19. Rafael Pacheco.
20. Krishna Borkar.
21. Sumant Borkar.
22. Augustino Gomes.
23. Jeronimo Fernandes.
24. Srikant Naik.
25. Shamrao Shinde.
26. Shivram Naik.
27. Rauji Borkar.
28. Ramdas Kankonkar.
29. Carmo Gomes.
30. Murali Parpoti.

2. On receipt of the reference a case was registered under No. IT/44/74 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workmen/Party-I (for short 'Union') filed the statement of claim in support of its contention that the termination of service of the 30 workmen named in the reference is illegal and unjustified. The union contended that the enquiry conducted against the workmen was not legal and proper and that the findings given by the enquiry officer are perverse and not based on evidence on record. The union contended that the termination of service of the workmen by the employer/Party-II, (for short 'employer') is illegal and unjustified and therefore they are entitled to reinstatement in service with full back wages and other consequential benefits. The employer filed written statement denying the contentions made by the union

in the statement of claim. The employer denied that the enquiry conducted against the workmen is not legal and proper. The employer also denied that the findings given by the enquiry officer are perverse or that they are not based on the evidence on record. The employer stated that the charges of misconduct levelled against the workmen were proved in the enquiry and therefore the employer was justified in terminating the services of the workmen. The employer denied that the workmen are entitled to any relief as claimed by the union. The union thereafter filed rejoinder.

3. On the pleadings of the parties preliminary issue No. 1 and 2 were framed which were relating to the fairness of the enquiry conducted against the workmen. There was another dispute pending before this Tribunal regarding the termination of services of the 32 workmen by another establishment namely M/s. Agencia E. Sequeira which was registered as case No. IT/43/74. In the said dispute also the workmen had challenged the enquiry on the same grounds as in the present case and this Tribunal had framed the same preliminary issues as framed in the present dispute. The parties had agreed to record evidence on preliminary issues in case No. IT/ /43/74 first and accordingly evidence on preliminary issues was recorded in the said case and the present case was adjourned from time to time. After completing the evidence this Tribunal gave findings dated 9-8-91 in the said case No. IT/43/74 holding that the enquiry conducted was fair, legal and proper. Thereafter the workmen filed an application dated 23-12-91 for adjourning the above case sine-die till decision of the High Court in Writ Petition No. 434/91 and thereafter adopt the said decision for the purpose of the present reference. Accordingly the proceedings in the above case were stayed till the decision of the High Court in Writ Petition No. 434.91. Subsequently the workmen filed an application before this Tribunal on 13-1-2000 requesting to take up the matter for hearing because the Writ Petition was disposed of by the Hon'ble High Court. Accordingly after issuing the notice to the parties the case was taken up for hearing. Thereafter applications dated 29-8-2000, 25-8-2000, 27-8-2000 and 28-8-2000 were filed by the legal heirs for bringing them on record in place of the deceased workmen Jose Francis Mascarenhas, Vassu Babai Naik Kamralkar, Douglas Gonsalves, Caetano Luis alias Manuel Caetano Luis, Agostinho Gomes and Shivram Naik respectirely. After hearing the parties the said applications were allowed by order dated 20-12-2000 and the legal heirs were ordered to be brought on record in place of the said deceased workmen. Thereafter additional issues were framed. At the request of the parties on 7-3-2001 the case was fixed for recording the evidence of the workmen on the preliminary issues. The union examined one witness and before the cross examination of the said witness was started the employer filed an application dated 26-9-2001 praying that orders be passed in terms of the application of the workmen dated 23-12-91 because the High Court had upheld the findings on preliminary issues given by this Tribunal in case No. IT/43/74 and therefore the question of leading evidence on preliminary issues did not arise. After hearing the parties this Tribunal passed an order dated 9-1-2002 allowing the application dated 26-9-2001 filed by the employer and thereafter the case was fixed for hearing arguments on issue No. 3 which is relating to proving of the misconduct by the employer in the enquiry conducted against the workmen. At this stage the parties submitted that they are trying to arrive at an amicable settlement and at their request the case was fixed on 17-12-2002 for filing the terms of the settlement. Accordingly on this date Adv. Shri T. Pereira appeared on behalf of the union and Adv. Shri P. J. Kamat appeared on behalf of the employer. They submitted that the dispute between the parties was amicably settled and they filed the terms of settlement dated 17-12-2002 duly signed by the parties. They also filed application dated 17-12-2002 praying that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement filed by the parties and I am satisfied that the said terms are certainly in the interest of the workmen. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 17-12-2002.

ORDER

1. It is agreed between the parties that all the workmen whose services have been terminated and who are parties to the Ref. No. IT/44/74 are properly relieved from the services with effect from the dates mentioned in the order of reference.

2. It is agreed between the parties that each of the workmen, whose names are borne in the order of reference, shall be entitled for the amounts as mentioned in the Annexure A to this settlement.

3. It is agreed between the parties that in view of clauses (1) and (2) above, the workmen do not press their demand for reinstatement in service with back wages and other consequential benefits.

4. It is agreed between the parties that a consolidated D. D. payable at Vasco-da-Gama, Goa in the amount of Rs. 1,95,779/- shall be drawn in favour of All Goa General Employees Union and handed over to the Vice President of the Union for onward identification and distribution of the respective shares of the workmen/dependents of the workmen. The amounts payable under clause (2) shall be paid within 7 days of the filing of this settlement.

5. It is agreed and declared that the amount payable by the Party II to the workmen/dependents of the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Party II including claims for compensation for loss of office or otherwise whatsoever.

ANNEXURE "A"

Name	Date of Appt.	No. of years worked	Notice wage	Retrenchment compensation (Rs.)	Gratuity (Rs.)	Total (Rs.)	10% interest for 28 years (Rs.)	Total payable (Rs.)
1	2	3	4	5	6	7	8	9
1. Joseph Francis Mascarenhas	1-Mar-64	10	250.00	1,442	1,442	3,135	8,777	11,912
2. Joseph D'Costa	4-Nov-66	8	250.00	1,154	1,154	2,558	7,162	9,719
3. Anthony Andrade	1-Dec-65	8	220.00	1,015	1,015	2,251	6,302	8,553
4. Joseph D'Souza	5-Oct-68	6	260.00	900	900	2,060	5,768	7,828
5. Raghunath Bangui	13-Apr-70	4	220.00	508	508	1,235	3,459	4,694
6. Anthony Correia	15-Nov-72	2	200.00	231	231	662	1,852	2,514
7. Vassu Karmalkar Naik	1-Mar-64	10	170.00	981	981	2,132	5,968	8,100
8. Jose Perreira	5-Oct-68	6	170.00	588	588	1,347	3,771	5,118
9. Douglas Gonsalves	1-Mar-64	10	260.00	1,500	1,500	3,260	9,128	12,388
10. Martin D'Costa	22-Sep-64	10	170.00	981	981	2,132	5,968	8,100
11. Gajanan Chodankar	17-Mar-70	4	230.00	531	531	1,292	3,616	4,908
12. John Vincent D'Costa	1-Mar-64	10	260.00	1,500	1,500	3,260	9,128	12,388
13. Govind Tari	1-Mar-64	10	170.00	981	981	2,132	5,968	8,100
14. Chandrakant S. Naik	1-Nov-67	7	170.00	687	687	1,543	4,321	5,864
15. Caetano Luis	1-Jun-66	8	170.00	785	785	1,739	4,870	6,609
16. Vassu Gaude	2-Feb-66	8	170.00	785	785	1,739	4,870	6,609
17. Suresh M. Naik	1-Nov-67	7	170.00	687	687	1,543	4,321	5,864
18. Raj Tashildar	1-Jun-72	2	170.00	196	196	562	1,574	2,137
19. Rafael Pacheco	1-Feb-72	2	220.00	254	254	728	2.038	2,765
20. Krishna Borkar Naik	1-Nov-66	8	170.00	785	785	1,739	4,870	6,609
21. Sumant Borkar	13-Jan-69	5	170.00	490	490	1,151	3,222	4,373
22. Agustinho Gomes	1-Nov-66	8	170.00	785	785	1,739	4,870	6,609
23. Jeronimo Fernandes	21-Aug-72	2	300.00	346	346	992	2,778	3,771
24. Shrikant Naik Parpoti	1-Nov-67	7	170.00	687	687	1,543	4,321	5,864
25. Shamrao Shinde	18-Oct-72	2	120.00	138	138	397	1,111	1,508
26. Shivram Naik	1-Nov-67	7	170.00	687	687	1,543	4,321	5,864
27. Rauji Borkar	1-Mar-64	10	170.00	981	981	2,132	5,968	8,100
28. Ramdas Kankonkar	7-Jun-71	3	160.00	277	277	714	1,999	2,713
29. Carmo Gomes	1-Mar-64	10	170.00	981	981	2,132	5,968	8,100
30. Murali Parpoti	1-Mar-64	10	170.00	981	981	2,132	5,968	8,100
Grand total payable								1,95,779

No order as to cost. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

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